



CITY OF CHICAGO

DEPARTMENT OF BUSINESS AFFAIRS AND CONSUMER PROTECTION

AGREED PLAN TO SAFELY REOPEN

Licensee: Revel Bar Group, LLC d/b/a Wise Owl Drinkery & Cookhouse
Premises: 324 South Racine, Chicago, IL 60607
Licenses: Tavern, Public Place of Amusement, Retail Food and Outdoor Patio
Account Number: 390996

Pursuant to the City of Chicago Municipal Code Section 4-60-040(h), the City of Chicago Department of Business Affairs and Consumer Protection, the Local Liquor Control Commission and the above-named Licensee have agreed to the following conditions to assure that the continued operation of Licensee's business will not cause a deleterious impact on the health, safety and welfare of the community.

- 1. Capacity, Prohibited Gatherings & Social Distancing:** Licensee will strictly limit its outdoor patio to a maximum of 50 people (the capacity of its outdoor patio), or such lesser number as may be required taking into account the safe Social Distancing and other requirements of Order Of The Commissioner Of Health Of The City Of Chicago No. 2020-9. Licensee will prevent Prohibited Gatherings and will require that with regard to any Gathering that Social Distancing be maintained at all times. Licensee will not permit indoor music volume to interfere with its employees or customers' ability to practice social distancing while talking, taking orders, etc. All tables will remain not less than 6 feet apart. Licensee will limit its indoor capacity as required by applicable mandates, which currently is 32 people (which is the lesser of: 25% of its stated capacity of 128, or 50 people), or such lesser number as may be required taking into account the safe Social Distancing and other requirements of that certain Order Of The Commissioner Of Health Of The City Of Chicago No. 2020-9. In all situations Licensee's largest tables will be limited to six (6) people per table (or to a lesser amount as may be required by applicable laws and ordinances) while maintaining standard social distancing requirements. Licensee will funnel all customer entry and exits to one access point (except for in an emergency situation) in order to maintain an accurate count of total occupancy at all times. Additionally, management and security will monitor and manage the traffic between the patio and dining room areas so that each space will maintain its capacity limits. Staff members responsible for monitoring occupancy shall utilize handheld counting clickers to track customers entering and exiting the Premises. Except during ingress or egress, and utilizing washrooms and hand sanitizing facilities, Licensee will require its customers to remain seating while in the common areas.

2. **Encouraging Limited Interactions:** If practical: Licensee will encourage cashless payment methods, encourage reservations to minimize waiting and facilitate time to clean and sanitize, encourage customers to remain outdoors or in their vehicles while waiting to be seated, and seat customers immediately upon entry to minimize waiting lines or gatherings in waiting areas. During operating hours, in the event that the Premises shall reach maximum capacity Licensee will employ a sufficient number of personnel with appropriate training to supervise any customers waiting lines to enter the Premises. Said personnel will monitor and supervise compliance with, and enforcement of, the health and safety measures set forth in and referred to in this Agreed Plan to Safely Reopen (the "Plan"), including any and all applicable governmental laws, ordinances, rules, guidelines and orders that may be in force from time to time, including the wearing of masks over nose and mouth and Social Distancing requirements. If any of those waiting in line are not willing to comply with said health and safety measures, they will be encouraged to depart by Licensee's personnel.
3. **Customer and Employee Entry to Establishment:** Licensee's security staff will make sure that everyone (customers, non-customers, and employees) other than people with medical conditions or disabilities that prevent them from safely wearing a face covering) has a mask and is wearing one upon entering its Premises. If anyone wishing to enter its Premises does not have one, Licensee will provide one free of charge. Each customer's temperature will also be taken at the door and anyone with a fever as defined by the CDC (the CDC defines a fever as a temperature of 100.4° F or higher) shall be denied access to Licensee's Premises. All employees will be encouraged to self-identify symptoms before leaving home and to stay at home if symptomatic. Entry to Licensee's Premises will be denied to anyone with displayed or self-identified symptoms of Covid-19. With regard to each of its employees, Licensee will, subject to applicable laws and ordinances, and in a manner prescribed by the Commissioner of Health for each day an employee reports to the workplace at the start of every work shift ask the employee the following questions to serve as a self-screening protocol: (1) Have you had a body temperature over 100 degrees Fahrenheit or have you used a fever reducer in the previous 24 hours to treat a body temperature over 100 degrees Fahrenheit? (2) Do you have a new cough that you cannot attribute to another health condition? (3) Do you have a new sore throat that you cannot attribute to another health condition? (4) Do you have new shortness of breath that you cannot attribute to another health condition? Each employee's temperature will be taken when they arrive for their shift. Employees with a fever as defined by the CDC or that otherwise exhibit symptoms of illness or that report that they are not feeling well shall not be allowed to come to or remain at work.
4. **Hand Washing & Sanitization:** Sanitation or hand washing facilities shall be made readily available to each customer at not less than six stations located throughout the Premises. In addition, Licensee will provide supplies and accommodations that allow employees to follow handwashing and other sanitation procedures and require employees to follow such procedures at reasonably regular intervals; Employees will receive training on how to wash their hands. All staff will be reminded during daily pre-shift meetings that must be washed at least every 30 minutes, and more often as required (e.g. contact with contaminant splash, surfaces, or items). Licensee will implement a zero-tolerance policy for staff members who do not abide.
5. **Protective Gear:** In all common spaces of the Premises (indoor and outdoor, and bathrooms) where customers are permitted, face coverings will be worn (over nose and mouth) by all customers or others visiting the Premises (except in those situations where otherwise

permitted by applicable law, ordinance or government mandate). Customers will be permitted to remove their masks while seated and while eating and/or drinking. Licensee will ensure that every employee who interacts with customers and is able to medically tolerate a mask and is wearing a mask for the duration of their shift. Employees will receive training on how to wear and properly remove PPE, will be provided gloves in accordance with standard food handling guidelines, and ensure any dishwashers have access to equipment to protect eyes, nose and mouth from contaminant splash (face coverings, protective glasses, and/or face shields).

6. **Visual Guidance:** Licensee will maintain and provide visual guidance throughout the Premises on hygiene standards for customers and employees and entry requirements including social distancing and floor markers; Licensee will post outside the Premises non-verbal agreement, guidelines and/or criteria for customers to enter the Premises; Licensee will clearly mark any area (waiting lines, restrooms, etc.) where customers or employees line-up with appropriate physical distancing guidance. Licensee will provide signage for any 3rd party delivery services on its process for redeeming orders; and if practical Licensee will use digital messaging or communication boards for pre-shift communications.
7. **Increased Staffing:** Licensee will retain and maintain additional staff and security personnel that will be trained to monitor customer and employee compliance with, and to enforce the health and safety measures set forth in, this Plan and in any and all applicable governmental laws, ordinances, rules, guidelines and orders that may be in force from time to time. Personnel will patrol the interior and exterior areas of the Premises, including entrances and exits, restrooms, exits, parking lot and sidewalks.
8. **Cleaning & Sanitation:** Licensee will continue to utilize its own employees and continue to hire an outside firm to thoroughly clean and sanitize its Premises high-touch areas and other surfaces. Licensee will thoroughly clean and sanitize its Premises prior to opening and upon opening throughout the day. High touch front of house areas will be sanitized every 30 minutes and back of house between tasks. Bathrooms will be monitored, cleaned, and sanitized regularly. Staff will be trained to ensure safe and proper application of disinfectants. Licensee will provide disposable table items where possible (e.g. menus, containers, condiments), clean and sanitize non-disposable table items after each use (e.g. menus, containers, tables, chairs) and if practical use fixed menu boards or digital menus.
9. **Music:** Licensee will not permit any live music or other amusements, including dancing, upon its outdoor patio. So long as the Social Distancing and Prohibited Gatherings, and any other applicable requirements of that certain Order Of The Commissioner Of Health Of The City Of Chicago No. 2020-9 shall remain in force and effect (including any and all other applicable governmental laws, ordinances, rules, guidelines and orders that may be in force from time to time), Licensee shall not permit any dancing at any indoor portion of the Premises. Except during ingress or egress, and utilizing washrooms and hand sanitizing facilities, Licensee will, without limitation, require its customers to remain seating during any amusement provided in the Premises.
10. **Hours of Operation:** Licensee may be open to the public and shall only operate its business during the legally permissible hours of operation under its then current licenses in accordance with the Municipal Code of the City of Chicago and any and all other applicable governmental laws, ordinances, rules, guidelines and orders that may be in force from time to

time. Last call shall be announced not less than 30 minutes prior to the applicable closing time of Licensee's business.

11. Revised Requirements: To the extent any or all of the provisions, laws, rules, regulations, guidelines, orders, and/or provisions applicable to and imposed on the Licensee and its business by the State of Illinois and/or the City of Chicago (collectively the "Requirements"), including those Requirements enacted as a result of as a result of COVID-19, are revised the Licensee shall thereafter comply with such revised Requirements, and so long as Licensee shall be in compliance with said revised Requirements the Licensee shall not be deemed to be in default of its obligations under this Plan. When, as, and to the extent any or all of such Requirements (including those requiring Social Distancing, requiring face coverings to be worn over nose and mouth, and forbidding Prohibited Gatherings) are rescinded the Licensee shall no longer be required to comply with same. The operation of Licensee's business and all other conditions of the Licenses are and shall continue to be governed by the City of Chicago Municipal Code, as may be amended from time to time.

12. Expanded Operations: The Licensee shall not operate in the parking lot adjacent to its Premise or in any other currently unlicensed or unpermitted location without first obtaining from the City of Chicago an Expanded Outdoor Dining Permit and/or any other required permit or license.

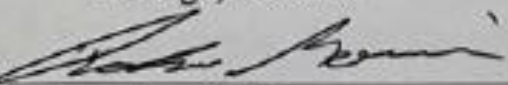
The conditions of this Plan are legally binding and may be enforced by City of Chicago enforcement authorities under §4-60-040(h) of the Municipal Code of Chicago. Violation of the above stated agreed conditions may result in the imposition of a fine and/or suspension or revocation of all business licenses issued to Licensee. Violations of the above stated agreed conditions may also result in the issuance of cease and desist orders prohibiting the activity which violates the conditions of the Tavern license.

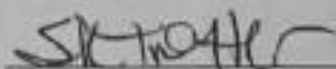
The agreed conditions of this Plan shall apply to the business address of Licensee and to Licensee, and to all officers, managers, members, partners and direct or indirect owners of Licensee. The sale of the business to other persons purchasing or otherwise acquiring the membership units of Licensee does not void the conditions placed on the License and any and all potential new owners of Licensee shall be subject to the same agreed conditions set forth in this Plan.

It shall be the duty of every person conducting, engaging in, operating, carrying on or managing the above-mentioned business entity to post this Plan next to the Tavern license certificate in a conspicuous place at the business Premises.

Licensee: REVEL BAR GROUP, LLC

Premises: 324 South Racine Avenue
Chicago, IL 60607

By: 
Andrew Gowin, Manager


Shannon Trotter, Commissioner
City of Chicago
Local Liquor Control Commission

Date: July 27, 2020

